



**DECLARATION OF RESERVATIONS, EASEMENTS,
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR STERLING CREEK**

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

This Declaration and any Supplemental Declaration(s) made hereto (collectively, "Declaration") is made on the date hereinafter set forth by Yellowstone Hill Country Ranching, LLC, a Texas limited liability company having its principal offices at 770 S Post Oak Lane, Suite 600, Houston, Texas 77056 (herein referred to as "Declarant", as that term is further defined below)

WITNESSETH:

WHEREAS Declarant is the sole owner of all legal title to that certain real property known as Sterling Creek, a subdivision in the City of Friendswood, Galveston County, Texas, as more fully shown on and according to the map or plat thereof recorded on JUN 3, 2012 at Galveston County Clerk's Instrument No 2012035034, of the Map or Plat Records of Galveston County, Texas (the "Property"), and

WHEREAS it is the desire of Declarant to place and impose certain reservations, easements, restrictions, covenants and conditions upon and against the Property in order to establish a uniform plan for the development, improvement and sale of the Property and to insure the preservation of such uniform plan for the benefit of both the present and the future owners of the lots in the Property

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, and declares applicable thereto, the following reservations, easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property for the welfare and benefit of the owners of the lots in the Property, which reservations, easements, restrictions, covenants and conditions shall run with the land and be binding upon all parties now having or hereafter acquiring any right, title or interest therein, or to any part thereof, and shall inure to the benefit of each owner thereof

**ARTICLE I.
DEFINITIONS**

Wherever used in this Declaration, the following words and phrases shall have the following stated meanings, unless expressly provided otherwise in this Declaration, or the context of use in this Declaration clearly requires otherwise

1.1 "Lot" shall mean and refer to an individual lot shown upon the recorded Subdivision Plat (as that term is defined below) "Lots" shall mean and refer to more than one individual Lot, but not necessarily to each and every Lot in the Property cumulatively

1.2 "Owner" shall mean and refer to the owner, as reflected in the Real Property Records, whether one or more persons, of fee simple title to a Lot, including purchasers and sellers under contracts for deed, but excluding those persons having an ownership interest merely as security for the performance of an obligation and those persons having any interest in the mineral estate

1.3 "Subdivision Plat" shall mean and refer to the maps or plats of the Property recorded on JUN 3, 2012 at Galveston County Clerk's Instrument No 2012035034, of the Map or Plat Records of Galveston County, Texas, and any hereafter recorded amendments or modifications thereto

1.4 "ACC" shall mean and refer to the Architectural Control Committee, its successors and assigns as provided for in Article IV below

1 5 "Association" shall mean and refer to Sterling Creek Home Owners Association, a Texas non-profit corporation, its successors and assigns as provided for in Article V below

1 6 "Declarant" shall mean and refer to J Hill Investments, Inc , a Texas corporation, and the successors to and assigns of its rights hereunder

1 7 "Common Area" shall mean and refer to (1) all areas in the Property now or hereafter owned by Association, (2) all other areas in the Property excepting the Lots, any roadways (but not driveways), and any Reserves shown on the Subdivision Plat, and (3) all other real property as Declarant may, at any time or from time to time, acquire by purchase or otherwise, add and annex into the Property, and declare as Common Area Except as may otherwise be provided in this Declaration, such Common Area shall be subject to the reservations, easements, restrictions, covenants and conditions applicable thereto by virtue of this Declaration, the Subdivision Plat, and any other matters applicable thereto of record in the Real Property Records Common Area also includes any pipeline easements, drainage easements and utility easements not within Lots

1 8 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, excepting only those as may be expressly excluded herein Also, in some instances, Common Facilities may consist of improvements for the use and benefit of Owners constructed on portions of one or more Lots or on acreage owned by Declarant which has not been brought within the scheme of this Declaration By way of illustration, Common Facilities may include, but not necessarily be limited to, the following structures for recreation, fountains, statuary, gates, common driveways, landscaping, and other similar and appurtenant improvements.

1 9 "Real Property Records" shall mean and refer to those records of the County Clerk in which conveyances of real property in the Property are recorded In the event that all or part of the Property is situated in one or more counties, "Real Property Records" shall mean and refer to the applicable records of the County Clerk for each county in which all or part of the Property is situated unless the context of the specific use of the term refers to only one such County Clerk

1 10 "Board of Directors" shall mean and refer to the board of directors of the Association

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2 1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the roadways and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Property, including, without limitation, certain minimum setback lines All easements, dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed and other instrument conveying or affecting all or part of the Property, including a leasehold or other possessory interest, whether or not specifically referred to therein

2 2 Declarant further reserves the easements shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, gas, sewers, cable and any other utility Declarant sees fit to install in, across, over or under the Property.

2 3 Neither Declarant nor any utility company, nor their respective employees, agents, representatives, successors, assigns and contractors, using the easements shown on the Subdivision Plat or that may otherwise be granted or conveyed covering the Property or any portion thereof shall be liable for any damages done to the real property encumbered by any of such easements or to any structures, shrubbery, trees, flowers, other vegetation, or other personalty of any type situated thereon

2 4 It is expressly agreed and understood that the use of and title to any Lot or other parcel of real property within the Property shall be subject to an easement for roadways, drainage, water, gas, sewers, electric lighting, electric power, telegraph and telephone line or lines, cable and any other utility purposes Declarant sees fit to install in, across, over or under the Property as set forth in the Subdivision Plat, and neither this Declaration nor any contract, deed or other instrument does or shall convey any

interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any utility company or easement owner, or their respective employees, agents, representatives, successors, assigns or contractors, in, across, over or under the real property affected thereby or any part thereof. The right to maintain, repair, sell, lease or otherwise convey same to any municipality or other governmental agency, any public service corporation or to any other party is hereby expressly reserved to Declarant

**ARTICLE III.
USE RESTRICTIONS**

3.1 Land Use and Building Type All Lots shall be used for single-family residential purposes only, and, except as otherwise provided in this Declaration, no building shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height with a detached or attached garage capable of housing at least three automobiles. Subject to applicable law, a detached garage as hereinabove provided may also contain living area on the floor(s) above the ground floor for use by members of the family residing on the Lot, their domestic employees, or their respective relatives, whether by blood or marriage. As used herein, the term "single-family residential purposes" shall be construed to prohibit the use of Lots for mobile homes or duplex houses, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. Only new construction shall be erected or placed on any Lot, and no structure or other improvement of any kind shall ever be moved onto any Lot except for temporary structures as may be allowed under Section 3.7 below and outbuildings as may be allowed under Section 3.8 below. The following further specific restrictions and requirements shall apply to all Lots

(a) Exterior Walls Residences and garages, whether attached or detached, shall have full brick, brick veneer, stucco or equivalent masonry construction (not including HardiPlank or similar materials) on its exterior wall area. The interior walls of attached garages must be covered by or constructed of sheetrock or similar wall board

(b) Roof Materials Unless otherwise approved by Declarant or in writing by the ACC prior to installation, the roof of all buildings on the Property shall be constructed or covered with asphalt composition shingles of 235 pound or heavier weight, metal, concrete tile, or fiberglass composition shingles of 225 pound or heavier weight. The color of any composition shingles shall be black or as otherwise approved by Declarant or in writing by the ACC prior to installation

(c) Air Conditioners No window, wall-type or rooftop heating or air conditioning equipment shall be erected, placed or permitted to remain on any Lot except (1) in temporary structures as provided in Section 3.7 below or (2) in the wall of a garage so long as the equipment is not located in a garage wall facing the front property line or an interior or exterior side property line

3.2 Minimum Square Footage Within Improvements Each one-story residence shall contain a minimum of three thousand square feet of livable area, exclusive of garages, open porches and patios, and each multi-story residence shall have at least two thousand four hundred square feet of livable area situated on the ground floor, with a minimum of three thousand square feet of livable area in the residence, again exclusive of garages, open porches and patios

3.3 Landscaping The Owner of, or builder on, each Lot shall, as a minimum and prior to completion of the construction of a residence thereon, (i) solid sod with grass the area between the residence and the curb line(s) of the abutting roadway(s); (ii) plant no less than two trees at least four inches in diameter (unless there remain post-construction a corresponding number of trees at least four inches in diameter) in the area between the residence and the interior lines of the sidewalk(s) on the Lot, and (iii) plant a minimum of ten two-gallon shrubs in the area between the residence and the interior lines of the sidewalk(s) on the Lot. All vegetation on a Lot shall be of a type and within standards approved by Declarant or the ACC

3.4 Improvements No structure (whether residence, garage, children's playhouse or fence), sidewalk, walkway, improved pathway, deck, patio, driveway or other improvement shall be erected, placed or permitted to remain on any Lot unless and until the plans and specifications therefor are submitted to and approved by Declarant or the ACC as provided in Article IV below. Every such improvement shall thereafter be erected or placed on the Lot, and thereafter maintained, in accordance with such plans and specifications.

3.5 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to either the front property line or the street side property line than the minimum building setback line shown on the Subdivision Plat, however, in no instance shall a building be located nearer to the front property line than twenty-five feet unless approved by Declarant or in writing by the ACC. The residence shall be located no less than twenty-five feet from the rear property line. No part of the residence or attached garage shall be located nearer than ten feet to an interior side property line, except that any detached garage may be located not less than five feet from an interior side property line. Notwithstanding any provision in this Section 3.5 to the contrary, no structure on a Lot shall be allowed to encroach upon another Lot, and no building on a Lot shall be located closer than ten feet to a building on any adjoining Lot. Unless otherwise approved by Declarant or in writing by the ACC, each residence shall face toward the front of the Lot. For the purpose of this Section 3.5, the term "front property line" shall mean the property line of a Lot that is adjacent and contiguous to a roadway shown on the Subdivision Plat, or if two or more property lines are adjacent to a roadway, the "front property line" shall be such property line having the shortest dimension, the term "street side property line" shall mean and refer to all property lines of any Lot that are adjacent to a roadway except the front property line, and the term "interior side property line" shall mean and refer to all property lines other than the front property line and the street side property line. For the purpose of this Section 3.5, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, this shall not be construed to permit any portion of any improvement on a Lot to encroach upon another Lot.

3.6 Prohibition of Offensive Activities No obnoxious or offensive activity of any sort shall be permitted on the Property, nor shall anything be done on the Property which may be or become an annoyance or a nuisance, including but not limited to any public nuisance as that term is defined in Tex Health & Safety Code § 343.011 or any successor statute. This restriction is not applicable with regard to the normal activities required to construct and sell new homes in the Property and the lighting effects utilized to display model homes.

3.7 Use of Temporary Structures No structure of a temporary character, including but not limited to a trailer, tent, shack, sales and construction offices and storage area, model unit, sign, portable toilet facility or other outbuilding, shall be erected, placed or permitted to remain on any Lot, excepting a children's playhouse erected or placed in accordance with Section 3.8 below, provided, however, Declarant reserves the exclusive right for and on behalf of itself and any builders then selling or constructing residences or other improvements on the Property to erect, place and maintain such structures in or upon any portions of the Common Area or any Lots then-owned by Declarant or any builder in the Property for use by Declarant or such builder as Declarant, in its sole and absolute discretion, deems necessary or convenient while selling Lots then-owned by Declarant or such builder, or selling or constructing residences or constructing other improvements on the Property during the development phase or new home construction phase. A garage may be used as a sales office during the development phase and new home construction phase provided it is converted to a garage that otherwise complies with Subsection 3.1(a) above prior to conveyance to a property owner.

3.8 (a) Playhouses and Pools One children's playhouse and playground equipment, each limited to a maximum height of twelve feet from ground to highest point of structure, may be erected, placed or permitted to remain on a Lot, but only behind the residence on such Lot and only when the Lot is completely enclosed by fence in accordance with Section 3.12 below. The

intent of this Section 3.8 is to offer optimum private enjoyment to an Owner of an adjoining or neighboring Lot

(b) Sports Equipment Only one permanent basketball goal, baseball batting cage, set of soccer goals, and similar sports equipment shall be allowed on a Lot at any one time. No such equipment shall be attached to the residence or any other building on a Lot nor located within twenty-five feet of the curb line(s) of any abutting roadway, and all such equipment shall at all times be maintained in usable condition and kept in acceptable appearance. Any such equipment not maintained in usable condition and kept in acceptable appearance shall be removed by the Owner.

3.9 Storage of Automobiles, Boats, Trailers and Other Vehicles No vehicle, with or without a motor, may be parked or stored on any Lot unless such vehicle is concealed from public view behind a fence or inside a garage on which the doors may be closed and secured, excepting only passenger automobiles, vans and trucks that are in operating condition, have current license plates and inspection stickers, are in daily use as passenger motor vehicles on the streets and highways of the State of Texas, do not exceed six feet six inches in height, seven feet six inches in width, and twenty-one feet in length, and are parked in the driveway on such Lot. No trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any Lot unless such object is concealed from public view behind a fence or inside a garage on which the doors may be closed and secured. No repair work on, or dismantling or assembling of, any vehicle, trailer, boat, marine craft, hovercraft, aircraft, or other machinery or equipment shall be done or permitted on any Lot excepting when such is concealed from public view in a garage on which the doors may be closed and secured. No vehicle, with or without a motor, and no trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind, may be parked or stored on any roadway on the Property at any time except (1) for temporary periods of less than one day and not to be repeated on an ongoing basis, and (2) for passenger automobiles, vans and trucks owned or operated by guests or visitors of Owners of the Lot in front of which it is so parked or stored and then only for a period not to exceed two weeks and not to be repeated on an ongoing basis. No motor bike, motorcycle, motor scooter, "Go-Cart" or other similar vehicle, or any off-road vehicle of any type, shall be operated on the Property unless it has current license plates and inspection stickers and is authorized by law to be driven upon the public streets and highways of Texas. If a complaint is received about a violation of any part of this Section 3.9, the ACC will be the final authority on the matter. The foregoing shall not apply to any vehicle, trailer, machinery or equipment temporarily parked and in use for the erection, repair or maintenance of structures in the immediate vicinity.

3.10 Mineral Operations. No structures used in exploring for or producing oil, natural gas or other minerals shall be erected, placed or permitted to remain on any Lot.

3.11 Animal Husbandry No animals of any kind shall be raised, bred, brought onto, kept or allowed to remain on any Lot excepting a maximum, at any one time, of a total of four dogs, cats and other common household pets that are not raised, bred or kept for commercial purposes, and then only so long as such animals are registered, licensed and inoculated as required by law, otherwise comply with all laws of all governmental entities having jurisdiction, and, further, do not roam free or, in the sole and absolute discretion of the Association, do not endanger health, make objectionable noise, or constitute a nuisance, inconvenience or a danger to anyone on the Property. Any animal or breed of animal that is commonly considered to be wild (as opposed to domesticated) or inherently aggressive or vicious toward other animals and/or humans (or trained or frequently trained so to be) shall, notwithstanding anything in this paragraph to the contrary, be prohibited anywhere on the Property, and the Board of Directors of the Association shall have the sole and absolute discretion in making the foregoing determinations. All permitted animals must be confined inside the residence or within a fenced area behind the residence while on the Owner's Lot, and must be on a leash or lead when away from the Owner's Lot. The Owner shall keep the Lot clean and free of pet debris. Nothing in this paragraph shall prohibit or limit the number of fish and birds kept inside a residence on a Lot. Without in any way limiting any of its

authority and powers, the Association shall have the right (but not the obligation) to impose additional, more stringent, rules pertaining to animals, all of which rules may be enforceable in the same manner as any provision of this Declaration

3 12 Walls, Fences, and Hedges Except as otherwise provided in this Section 3 12, no fence, wall (other than a wall of a building) or hedge shall be more than eight feet in height, and no fence, wall or hedge in excess of three feet in height shall be erected or maintained nearer to the front property line than immediately adjacent to the front wall of the residence on such Lot All fences and walls (other than a wall of a building) shall be of cedar construction with trim cap, wrought iron-appearance or better No chain link-type fence shall be permitted on any Lot All wrought iron-type fencing shall be black in color, and all cedar fencing shall be unstained and unpainted and natural in color, including weathering, or, if stained, the color shall be natural This Section 3 12 shall not apply to a fence enclosing a builder's model home, but only for so long as such model home is owned by the builder and is used by the builder as a model home Notwithstanding the foregoing, fences shall be constructed and maintained on the specified Lots as follows

Block One (1), Lots One (1) through Fifteen (15), Block Two (2), Lots Eight (8) through Ten (10), Block Two (2), Lot Seven (7) (but only along the rear lot line of said Lot Seven (7)), and Block Three (3), Lots One (1) through Eighteen (18) - Along the rear and front (connecting the side fences to the side wall of the house but no closer to the street than the front of the house) of said Lots - a six (6) foot cedar plank fence with six (6) inch rot board across the bottom and a two (2) inch cap across the top, and along the sides of said Lots - a six (6) foot cedar plank fence with six (6) inch rot board across the bottom and a two (2) inch cap across the top.

Block One (1), Lots Sixteen (16) through Eighteen (18), Block Two (2), Lots One (1) through Six (6), and Block Two (2), Lot Seven (7) (but only that portion of said Lot Seven (7) not provided for above) - a six (6) foot cedar plank fence with six (6) inch rot board across the bottom and a two (2) inch cap across the top and a black five (5) foot wrought iron-appearing powder coated fence along the rear lot line with a pressed finial

All other Lots shall have a six (6) foot cedar plank fence with six (6) inch rot board across the bottom and a two (2) inch cap across the top along the rear, side and front (connecting the side fences to the side wall of the house but no closer to the street than the front of the house) of said Lots

3 13 Visual Obstruction at the Intersections of Public Streets No object that obstructs sight lines at elevations between two feet and eight feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten feet from the intersection of the street property lines or extension thereof shall be erected, placed or permitted to remain on any corner Lots

3 14 Vegetation. All trees, shrubs and other vegetation, including grass and weeds, on a Lot shall at all times be cut, pruned and otherwise maintained in a neat, sanitary, healthful and attractive condition, including edging of grass and weeds abutting curbs, driveways and sidewalks, and with grass and weeds never to exceed three inches in height and always to be consistent with the condition of surrounding property No Lot shall ever be used for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as permitted in this Declaration, which materials and equipment shall be stored so as not to be visible from any roadway or adjoining or neighboring Lot The drying of clothes in public view is prohibited Similarly, all yard equipment, wood piles and storage piles shall be kept so as to conceal them from view of roadways and adjoining and neighboring Lots No Lot or other part of the Property shall be used or maintained as a

dumping ground for garbage, trash, rubbish, or other waste, nor shall the accumulation of garbage, trash, rubbish or other waste be permitted on any Lot. Burning and composting of garbage, trash, rubbish and other waste, including but not limited to leaves and grass, shall not be permitted. Garbage, trash, rubbish and other waste shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of garbage, trash, rubbish and other waste generated in the construction or alteration of improvements on a Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon until the completion of the work, so long as the construction progresses without undue delay, at which time the garbage, trash, rubbish and other waste shall be removed from the Lot.

3 15 Signs No signs, billboards, posters or advertising devices of any type shall be erected, placed or permitted to remain on the Property except (1) signs used by Declarant or a builder in the Property for the purpose of advertising for sale during the construction and sales period Lots and residences constructed by such builder, (2) one sign in accordance with the City of Friendswood sign ordinance placed by an Owner on his or her Lot to advertise the Lot for sale or rent, (3) political signs as provided in Section 3 16 below, (4) signs acknowledging an Owner's child's participation in school activities, provided that such signs are limited to one sign per child per school activity with each sign not to exceed two feet by three feet in size, not exceeding four feet in height above natural ground grade and placed no more than ten feet from the residence, (5) not more than two signs, each not to exceed eight inches by eight inches in size and not more than two feet above natural ground grade, and not to be placed more than ten feet from the outer wall of any residence, and not more than six stickers, each not to exceed four inches by four inches in size, and to be placed on the window or door of the residence, with all such signs and stickers being provided to an Owner by a commercial security or alarm company providing service to the residence, and (6) stickers upon windows and doors of the residence for the "Child Find" program or another similar program sponsored by a local police or fire department.

3 16 Political signs Temporary political signs shall be permitted on a Lot provided that no such signs shall be erected more than forty-five days before the election date on which the office or proposition is to be determined, such signs shall be removed within three days following the election date on which the office or proposition is to be determined, no such sign shall exceed five square feet in area nor exceed four feet in height above natural ground grade, and no such sign shall be placed on any Lot without the permission of the Owner of such Lot.

3 17 (a) Exterior Fixtures and Visible Improvements Except as otherwise mandated by applicable law, no solar collector, wind generator, electronic antenna, or device of any type, other than an electronic antenna covered by the Telecommunications Act of 1996 or any other statute, ordinance, law, rule or regulation having effect, as amended from time to time, shall be erected, placed or permitted to remain outside the residence or garage on any Lot, and in no event shall any such electronic antenna, regardless of type or style, be erected, placed or permitted to remain on any Lot as a free-standing structure, be supported by any type of guy wires, be visible from any roadway(s) abutting the Lot, contain any advertising slogan, logo, banner, sign or any other printing or illustration, or be of a color other than white, black, brown, gray earth tone, or the color of the residence to which it is attached.

(b) Window Treatments At no time shall any temporary or disposable window treatments not consistent with the aesthetics of the Property be allowed, including but not limited to bed sheets, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, paper, aluminum foil, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a residential development of the same character as the Development. At no time shall any reflective window glazing be allowed on any Lot.

3 18 No Construction on Common Areas and Reserves Notwithstanding anything to the contrary in this Declaration, no (1) structure (including but not limited to a residence, garage, children's

playhouse, fence or wall), playground equipment or other improvement of any type, (2) vehicle, with or without a motor, trailer, boat, marine craft, hover craft, aircraft, machinery, material, equipment, clothing, yard equipment, wood piles, storage piles, signs, electronic antenna or other devices, or any other personal property of any type, or (3) garbage, trash, rubbish or waste of any type, excepting only Common Facilities as provided in Section 1 8 above and temporary structures under the control of Declarant or builders in the Property as provided in Section 3 7 above, shall ever be erected, placed, permitted to remain, parked, stored, operated or dumped, nor shall any repair work be performed or any dismantling or assembling thereof occur, on any Common Area

3 19 Noise and Lighting Except in an emergency or when unusual circumstances exist, or unless otherwise limited or restricted by applicable law, (a) outside construction work and noisy interior construction work shall be permitted on a Lot only after 7 00 a m and before 9 00 p m. and (b) no outside lighting shall be lit on any Lot after the hours of 10 00 p m and before 6 30 a m where such lighting shines or reflects onto, or in any way brightens, (i) any part of any residence on any adjoining Lot or (ii) into any portion of any adjoining Lot that is enclosed within a wall, fence or hedge as permitted under Section 3 12 above

3 20 Violations of Article III In the event of any violation of any provision of this Article III, such violation continuing or not having been eliminated after written notice thereof has been sent by certified mail, return receipt requested, to (1) the offending person at the address(es) reflected in the Association's address records, (2) the Owner of the applicable Lot at the street address of the Lot, or (3) both, at such address(es), as the case may be, Declarant, Association, and their respective employees, representatives, agents, successors, assigns and contractors, or any or all of them, may, without liability or further notice to anyone, enter upon said Lot or other area in the Property and eliminate such violation, including but not limited to cutting, pruning or otherwise maintaining trees, shrubs and other vegetation, removing improvements and personal property of any type, and doing any other thing necessary to secure compliance with the provisions hereof or otherwise to place said Lot or other area in the Property in a neat, sanitary, healthful and attractive condition The offending person and the Owner of said Lot shall, jointly and severally, be liable for all costs of that work and shall pay all such costs within three days of the invoice therefor being sent to them In addition to any other remedy available to Declarant or Association under law to collect such costs, any amounts not so paid to Declarant or Association, as the case may be, including interest thereon, late charges, fees and penalties imposed, damages as allowed by law, costs incurred in collecting such costs, and reasonable attorneys' fees, shall constitute and become a lien against said Lot or, if incurred on other areas in the Property, on the Lot in the Property owned by the offending person, all without further action or notice, including filing of any notice or other document in the Real Property Records, and shall be collectable and such lien foreclosed upon in the same manner as set forth in Article V below

3 21 Electric Service An electric distribution system, whether aboveground, underground, or a combination of aboveground and underground, will be installed on the Property embracing all the Lots in the Property at the time of execution of the agreement between the applicable electric company furnishing service and Declarant Each Owner, upon construction of a residence on such Lot, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each Lot The electric company shall make the necessary connections at said point of attachment and at the meter In addition, each such Owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence involved For so long as such service is maintained in the Property, the electric service to each residence therein shall be uniform

in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current

3 22 Deviations in Restrictions Declarant, in its sole and absolute discretion, may approve deviations in the reservations, easements, restrictions, covenants and conditions set forth in this Declaration where, in its sole and absolute judgment, any such deviation will result in a more common beneficial use Any deviations granted must be in the spirit and intent of this Declaration and for the purpose of furthering the welfare and benefit of the Property

ARTICLE IV.

ARCHITECTURE

4 1 Architectural Control Committee The initial members of the ACC shall be persons hereafter designated by Declarant In the event of the death, resignation or removal of any initial or subsequent member of the ACC, the remaining member or members, or the Designated Representative if there is no remaining member, shall have the power to appoint successor member(s) to the ACC Any member of the ACC may be removed with or without cause by the vote of a majority of the remaining members of the ACC, and in the event of a tie vote the Designated Representative may cast the deciding vote The ACC may from time to time appoint a Designated Representative to act on its behalf Any Designated Representative may be removed with or without cause by the vote of a majority of the members of the ACC The initial Designated Representative of the ACC shall be J Adam Hill After such time as there has been constructed on each and every Lot a residence and related improvements, or at such earlier time as the ACC may elect, all rights and powers of the ACC shall be assigned to, and all duties and obligations of the ACC shall be assumed by, the Board of Directors, such assignment to be evidenced by an instrument executed and acknowledged by the members of the ACC or its Designated Representative and filed of record in the Real Property Records

4 2 Approval of Building Plans No structure (whether residence, garage, children's playhouse or fence) shall be erected, placed or permitted to remain on any Lot, or the outside thereof altered in any way, until the construction plans and specifications, and a plot plan showing the location of the structure, have been approved by Declarant or in writing by the ACC as to location and harmony of exterior design and color with existing structures, topography and finished ground elevation, and as to compliance with this Declaration and any minimum construction standards of the ACC A copy of the construction plans and specifications and a plot plan, together with such other documentation and information required by the ACC, the content and form of which as the ACC, in its sole and absolute discretion, deems appropriate, shall be submitted to the ACC or the Designated Representative for approval prior to commencement of work Failure of the ACC to approve or disapprove such plans and specifications within thirty days after the receipt of the required documents and information shall be deemed a disapproval of such plans Should any such work be commenced or occur without complying with this Declaration, the Owner of the Lot on which such work has commenced or occur shall, upon written demand of the ACC sent by certified mail, return receipt requested, to the street address of the applicable Lot, immediately cease all such work and submit to the ACC all of the foregoing plans and specifications, plot plan and other information and documentation required by the ACC within ten days of receipt of the foregoing written demand If the ACC thereafter disapproves or otherwise does not approve of the proposed work within thirty days of receiving the required documents and information, or if any work is not completed in accordance with the plans and specifications and plot plan approved by the ACC and in compliance with this Declaration and any minimum construction standards of the ACC, whether or not construction began without such approval, all improvements that have been erected or placed, and all alternations made, on the Lot shall be removed and the Lot be restored to its condition immediately preceding commencement of such work Upon any failure by the Owner or occupant to complete such removal and restoration work within thirty days of written demand by the ACC, the ACC, Association, and their respective employees, representatives, agents, successors, assigns and contractors, or any or all of them, may, without liability or further notice to anyone, enter upon said Lot and perform such work,

and the Owner and the occupant of such Lot shall, jointly and severally, be liable for all costs of that work and shall pay all such costs within three days of the invoice therefor being sent to the Owner and the occupant. In addition to any other remedy available to ACC or Association under law to collect such costs, any amounts not so paid, including interest thereon, late charges, fees and penalties imposed, damages as may be allowed by law, costs incurred in collecting such costs, and reasonable attorneys' fees, shall constitute and become a lien against the subject Lot, all without further action or notice, including filing of any notice or other document in the Real Property Records, and shall be collectable and such lien foreclosed upon in the same manner as set forth in Article V below. Notwithstanding anything in this Declaration to the contrary, the ACC has the right to pursue all legal processes and remedies, including restraining orders and injunctions, to terminate or halt work in progress and to direct the immediate removal of any improvement that has been erected, placed or altered without approval of the ACC. The ACC shall have full and complete authority to approve or disapprove any improvement or alteration on any Lot, and its judgment shall be final. There shall be no right to appeal or in any way challenge or dispute any decision or action of the ACC. Notwithstanding anything to the contrary in this Declaration, the ACC shall not have the authority to approve any plans or specifications that do not comply with all of the terms and provisions of the Subdivision Plat or this Declaration.

4.3 Minimum Construction Standards The ACC may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, such outline shall serve only as a minimum guideline and the ACC shall not be bound thereby or prohibited from imposing additional (even more stringent) requirements or adopting amendments thereto to relax, reduce or otherwise modify such standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls No remodeling, renovation or redecoration of any exterior of any structure on a Lot which in any manner changes the visual appearance of such exterior (including but not limited to changing the color, appearance, texture or reflective character of any exterior surface, the addition or alteration of shutters, awnings or other window coverings, or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved by Declarant or in writing by the ACC as provided in Section 4.2 above. Such remodeling, renovation or redecoration shall be deemed to constitute an alteration of the building subject to the provisions of this Article IV.

ARTICLE V.

STERLING CREEK HOME OWNERS ASSOCIATION

5.1 Property Owners Association There is hereby provided for the Property a property owners association to be known as Sterling Creek Home Owners Association, a non-profit corporation organized pursuant to the Texas Business Organizations Code. The Association shall be governed by the Texas Business Organizations Code, its Certificate of Formation, By-laws, and other applicable law and shall have all powers, rights and privileges allowed it under the Texas Business Organizations Code and its Certificate of Formation and By-Laws, and that it may otherwise have under other applicable law, including but not limited in any way to the power, right and privilege to

- (1) adopt and amend by-laws,
- (2) adopt and amend budgets for revenues, expenditures and reserves, and assess and collect regular assessments and special assessments for common expenses from Owners,
- (3) hire and terminate managing agents and other employees, agents and independent contractors, including, during the existence of the Class B membership as provided in Section 5.3 below, contracting with Declarant and entities owned or controlled by or affiliated with Declarant to provide management, legal and administrative services,
- (4) institute, defend, intervene in, settle or compromise litigation or administrative proceedings on matters affecting the Property,
- (5) make contracts and incur liabilities relating to the operation of the Property and the Association,

- (6) regulate the use, maintenance, repair, replacement, modification and appearance of the Property, including but not limited to adopting rules and regulations governing use of Common Area and Common Facilities,
- (7) make additional improvements to be included as a part of the Common Facilities,
- (8) grant easements, leases, licenses and concessions through or over the Common Area,
- (9) impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for any services provided to Owners,
- (10) impose and receive payment for interest, late charges, fees, penalties, damages, and, if applicable, returned check charges for non-payment of regular assessments, special assessments and any other charges, recoup attorney's fees and costs incurred by the Association relating to violations of this Declaration or the Association's Certificate of Formation, By-laws or other rules, and impose and receive payment for providing information and certifications in connection with the conveyance of any Lot or the refinancing of any indebtedness secured by any Lot, including but not limited to Lot transfer fees,
- (11) charge amounts to an Owners' assessment account and collect those amounts in any manner provided for in this Declaration or under law for the collection of assessments, including but not limited to amounts for regular and special assessments, costs under Sections 3 21 and 4 2 above, interest, late charges, fees, penalties, damages as allowed by law, costs and reasonable attorneys' fees, all as otherwise provided in this Declaration,
- (12) adopt and amend rules regulating the collection of delinquent assessments and the application of payments,
- (13) impose reasonable charges for preparing, recording or copying this Declaration, any Supplemental Declaration, resale certificates or statements of unpaid assessments,
- (14) purchase insurance and fidelity bonds, including directors' and officers' liability insurance, that the Board of Directors considers appropriate or necessary,
- (15) assess any regular and special assessments, including any increases therein, consistent with this Declaration and the Certificate of Formation and By-Laws of the Association, and collect such assessments according to the schedule set for payment thereof, including but not limited to establishing alternative payment schedules on a case by case basis in special circumstances as may be reasonable and appropriate,
- (16) subject to the requirements of the Texas Business Organizations Code, indemnify a director or officer of the Association who was, is or may be made a named defendant or respondent in a proceeding because the person is or was a director,
- (17) exercise other powers conferred by this Declaration or the Certificate of Formation and By-laws of the Association,
- (18) exercise other powers that may be exercised in this state by a corporation of the same type as the Association, and
- (19) exercise other powers necessary and proper for its governance and operation

5 2 Membership The membership of the Association consists of the Owners Membership is mandatory and shall be appurtenant to, and may not be separated from, ownership of the Lot upon which such membership is based

5 3 Voting Owners shall consist of two classes Class A members shall be all Owners except for Class B members In the instance of Class A members, when more than one person is an Owner of a Lot, all of such Owners shall be members and the vote with respect to such Lot shall be exercised as the Owners of such Lot among themselves determine, but in no event shall there be more than one vote with respect to any one Lot The sole Class B member shall be Declarant or its assigns, who shall be entitled to five votes for each Lot owned by it. The Class B membership shall cease and be

converted to Class A membership on the happening of the earliest of the following events, (a) when seventy-five (75) percent of the Lots are deeded to property owners, (b) December 31, 2041, or (c) such earlier date as the Class B member agrees thereto, except that the Class B membership and the concomitant five votes for each lot owned by the Class B membership in the Subdivision shall be reinstated upon each event of addition and annexation as provided in Article VII below. Except as provided herein, the voting rights of the members shall be governed by the Certificate of Formation and the By-laws of the Association as may be amended from time to time.

5.4 Address Records Each Owner is required to provide the Association with proper mailing information should it differ from the street address of the Lot owned, and shall also provide the Association with the name of any tenant(s) or property management agent(s) concerning the Lot owned by such Owner. Each Owner has the obligation to ensure that all such information maintained by the Association is current at all times.

5.5 By-Laws The Association may make and establish such rules and by-laws as it may choose to govern the organization and administration of the Association, provided, however, that such rules and by-laws are not in conflict with the terms and provisions hereof.

5.6 Assessments Declarant, for each Lot, hereby covenants, and each subsequent Owner of a Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant, and hereby agree to pay to the Association, during their respective period of ownership (1) annual assessments, (2) special assessments for capital improvements, and (3) other charges assessed against a Lot as provided in this Declaration, such assessments and charges to be established and collected as herein provided (all of the foregoing annual assessments, special assessments for capital improvements, and other charges, including interest, late charges, fees, penalties, returned check charges, damages, costs incurred in collecting such amounts, and reasonable attorneys' fees, being hereinafter both individually and collectively referred to as "assessment"). Notwithstanding the foregoing, however, in no event shall Declarant be subject to paying any regular or special assessment on any Lot, nor shall any Lot be subject to a regular or special assessment for any period of time while owned by Declarant. A Lot shall first, and at all times thereafter, be subject to assessment as provided above at such time as legal title thereto has first been conveyed by Declarant, the regular assessment for the year in which such Lot is first conveyed as aforesaid shall be the amount to which the Lot would otherwise be subject for a regular assessment for that year but prorated for the remainder of such year commencing on the date of such conveyance. An assessment shall be the personal obligation of each Owner of a Lot when the assessment fell due and shall further be a charge on, and shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, upon and against, each Lot and all improvements thereon against which such assessment is made, all for the benefit of the Association. Each Owner, by his or her assertion of title or claim of ownership to a Lot or by his or her acceptance of a deed to a Lot, whether or not it shall be so recited therein, shall be conclusively deemed to have expressly vested in the Association the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, the enforcement and foreclosure of the liens securing the same, or both, and by this Declaration each Owner hereby grants to Association a power of sale to sell such Owner's Lot and all improvements thereon, including all of the Owner's right, title and interest in and to such Lot and all improvements thereon, all for the purpose of effecting such right of sale. Each Owner agrees that Association shall have the right to designate the trustee, substitute trustee or other person who shall conduct such sale.

5.7 Purpose of Assessment Each assessment levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street rights-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities, including but not limited to the maintenance and repair of the Common Area.

and Common Facilities, if any, constructing and maintaining parkways, rights-of-way, easements, esplanades, Common Area, and other public areas; construction and operation of all street lights, purchase and/or operating expenses of recreation areas, if any, payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration and the operation and functioning of the Association, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments, employing policemen and watchmen, if desired, caring for vacant Lots and doing other things necessary or desirable in the opinion of the Board of Directors to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots, and obtaining such liability, workers compensation, property and Director and Officer liability insurance in such amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith

5 8 Initial and Subsequent Annual Assessments The annual assessment for the calendar year 2012 (the "Initial Assessment") is hereby established to be \$500 00 per Lot and is due and payable as provided in Section 5 6 above For each year after 2012, the regular annual assessment shall be set by the Board of Directors of the Association, in its sole and absolute discretion, and may be increased to an amount equal to not more than one hundred fifteen percent (115%) of the maximum amount which could have been assessed by the Association in the preceding calendar year, such maximum amount to be determined by including the maximum increase allowable for each year after calendar year 2011 Any proposed increases in the annual assessment beyond such maximum shall require the approval of two-thirds (2/3) of the votes cast at a meeting of the Members duly called for such purpose All annual assessments shall be due on or before January 1 of each year except as otherwise expressly provided for by the Board of Directors in its sole and absolute discretion

5 9 Special Assessments for Capital Improvement In addition to the annual assessments authorized above, the Board of Directors may levy, and the Owners of each Lot shall pay, in any calendar year, a special assessment, applicable to the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two thirds (2/3) of the votes cast at a meeting duly called for such purpose A special assessment may be assessed before or after the Association incurs the capital improvement costs The Board of Directors shall specify the date on which such special assessment is due

5 10 Effect of Nonpayment of Assessments Any assessment not paid by the date due as scheduled by the Board of Directors shall bear interest from the due date at a rate of eighteen (18) percent per annum on the unpaid balance, but in no event shall any interest greater than that allowed by law be charged or collected, and if interest in excess thereof is charged or collected, it shall be deemed to have been done in error and, if collected, shall be applied to any other amounts owing to Association or, at the discretion of Association, refunded Alternatively, the Board of Directors may impose one or more late charges and fees in such amounts and in such manner as the Board of Directors in its sole and absolute discretion deems appropriate In the event payment for any assessment is not received by the Association in accordance with the schedule set by the Board of Directors, the Association may exercise any and all rights and remedies available to it under law to collect such amounts, and, so long as it is the prevailing party, have and recover interest thereon as provided above, late charges, fees and penalties imposed, damages as may be allowed by law, costs incurred in collecting such amounts, and reasonable attorneys' fees, all in addition to the amount of the assessment Any amounts that are not received by the Association in accordance with the schedule set by the Board of Directors, including interest thereon as provided above, late charges, fees and penalties imposed, damages as may be allowed by law, costs incurred in collecting such amounts, and reasonable attorneys' fees, shall constitute and become a lien against the Lot upon which the assessment was assessed, all without further action or notice, including

filing of any notice or other document in the Real Property Records, and the Association shall have the right to foreclose such lien in accordance with the provisions under Texas law for nonjudicial foreclosure of a deed of trust on real property as well as provisions under law for judicial foreclosure of liens on real property. No owner may waive or otherwise escape liability for any assessment provided for herein by non-use of the Common Area, if any, or abandonment of his or her Lot.

5.11 Limited Subordination to Purchase Money Mortgage Notwithstanding the provisions of this Article V to the contrary, the foregoing lien for unpaid assessments on a Lot shall be subordinated to the lien of any purchase money mortgage on such Lot.

5.12 Mortgagee Not Required to Collect Assessments Nothing in this Declaration shall require any mortgagee under any Deed of Trust on a Lot in the Property to collect and escrow for assessments.

ARTICLE VI. PROPERTY RIGHTS

6.1 Owner's Easement of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, if any, which shall be appurtenant to and pass with the title to every Lot.

6.2 Ingress/Egress Over Common Area In the event any ingress or egress to a residence on any Lot shall be through any Common Area, any conveyance or encumbrance of such Common Area is and shall be subject to an easement of the Owner of such Lot for purposes of ingress and egress thereto.

ARTICLE VII. ADDITION TO AND ANNEXATION OF PROPERTY

7.1 Right to Add and Annex Property Declarant shall, during the initial term of this Declaration, have the right to add and annex additional real property into the boundaries of the property covered by this Declaration, thereby subjecting such additional property to the provisions of this Declaration and the authority of the Association and the ACC, and entitling the additional property and the Owners thereof to the rights and privileges of this Declaration, the Association, and the ACC. Such right to add and annex real property may be exercised by Declarant as Declarant desires, acting in its sole and absolute discretion. Any such additions and annexations shall not require or be conditioned upon the assent of any of the members or directors of the Association, and each such addition and annexation, regardless of number of Lots involved or the frequency of request, shall be approved and completed by the Board of Directors upon the written request of Declarant. There is no limit on the number or frequency of such additions and annexations, nor any limit on the quantity of property to be added and annexed. The Association, ACC, and all Owners of Lots in the Property hereby authorize Declarant to undertake all actions necessary to accomplish every such addition and annexation, including executing any and all documents necessary to reflect every such addition and annexation and filing such documents in the Real Property Records, and further grant Declarant a power of attorney for the purpose of authorizing and approving every such addition and annexation and undertaking such actions as may be necessary to effect every such addition and annexation.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Exclusion and Exceptions Notwithstanding anything to the contrary in this Declaration, there is hereby excepted and excluded from this Declaration any Reserves as shown on the Subdivision Plat. Such Reserves are hereby declared acreage tracts and are excluded from the conditions and restrictions contained in this Declaration, provided, however, the easements shown on the Subdivision Plat and as established and dedicated in Article II are not excluded from the provisions hereof.

8.2 Term The covenants and restrictions of this Declaration shall run with and bind all land subject hereto, and shall inure to the benefit of and be enforceable by Declarant, ACC, Association and the Owner of any such land or such Owner's legal representatives, heirs, successors and assigns, as the

case may be, for an initial term of thirty years from the date this Declaration is recorded in the Real Property Records

8 3 No Liability Neither Declarant, its employees, agents, representatives, successors, assigns or contractors, nor ACC, its members or the Designated Representative, nor Association, its officers or directors, nor any or all of them, shall be liable to any Owner or any other person for any loss, claim or demand asserted on account of the enactment or administration of this Declaration, the performance of any rights or duties hereunder, or for any failure or defect in such enactment, administration or performance This Declaration can be altered or amended only as provided herein, and no person is authorized to grant exceptions or make representations contrary to the spirit and intent of this Declaration No approval of plans and specifications, and no publication of minimum construction standards, shall ever be construed as representing that such plans, specifications or standards will, if followed, result in a properly designed residence, garage or other improvement Such approvals and standards shall in no event be construed as representing or guaranteeing any residence, garage or other improvement will be built in a good and workmanlike manner The acceptance of a deed to a Lot shall be deemed a covenant and agreement on the part of the Owner and the Owner's heirs, representatives, executors, successors and assigns that Declarant and its employees, agents, representatives, successors, assigns and contractors, ACC, its members and the Designated Representative, and Association and its officers and directors, and any and all of them, shall have no liability to anyone for any reason by, under or by reason of this Declaration

8 4 Waiver, Termination, Amendment and Modification Except for rights provided to Declarant in this Declaration, the provisions of this Declaration may, during the initial term of this Declaration, be waived, terminated, amended or modified only by an instrument executed by the then-Owners of Lots having and evidencing not less than seventy-five (75) percent of all the then-outstanding votes, including both the Class A membership and the Class B membership, and properly recorded in the Real Property Records Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions and the enforcement rights relative thereto shall be automatically extended for successive periods of ten years each. During any such ten year automatic extension periods, the provisions of this Declaration may be waived, terminated, amended or modified only by an instrument executed by the then-Owners of Lots having and evidencing not less than two-thirds (2/3) of all the then-outstanding votes, including both the Class A membership and the Class B membership, and properly recorded in the Real Property Records Notwithstanding anything to the contrary in this Declaration, the Board of Directors may amend this Declaration or waive any provisions of this Declaration for the sole and limited purpose of complying with HUD/VA requirements for subdivision property to qualify for insured or guaranteed mortgage loans Any such amendment must indicate that it is being adopted therefore, be signed by a majority of the members of the Board of Directors, and be filed in the Real Property Records

8 5 Enforcement Declarant, ACC, Association and each Owner shall have the right to enforce the provisions of this Declaration, including all reservations, easements, restrictions, covenants and conditions now or hereafter imposed by the provisions of this Declaration, and in connection therewith shall be entitled to recover all costs and reasonable attorneys' fees in so acting Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so thereafter Declarant, for each Lot, hereby stipulates, and each subsequent owner of a Lot, by acceptance of the deed therefor, shall be deemed to stipulate, (1) that any violation or threatened violation of this Declaration, or any failure or refusal, or threatened failure or refusal, to comply with the terms and provisions of this Declaration, will result in irreparable harm to Declarant, ACC, Association and each Owner, (2) injunctive relief is appropriate and should be granted to prevent further violations and threatened violations and further failure or refusal, and threatened failure and refusal, to comply with the terms and provisions hereof, and (3) the reservations, easements, restrictions, covenants and conditions of this Declaration may be enforced both by an action for damages and by injunctive and other equitable relief,

including but not limited to restraining orders and mandatory and prohibitory injunctions, upon proof of the existence of any violation or threatened violation and without any further proof of immediate and irreparable injury, loss or damage

8.6 Severability. Invalidation of any one provision of this Declaration shall in no way affect any other provision of this Declaration, all of which provisions shall remain in full force and effect

8.7 Interpretation If this Declaration, or any word, clause, sentence, paragraph or other part hereof, shall be susceptible of conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern, and this Declaration may be corrected or clarified by Declarant to eliminate such conflicting interpretation

8.8 Omissions If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference

EXECUTED this 22 day of June, 2012

YELLOWSTONE HILL COUNTRY RANCHING, LLC, a Texas limited liability company,

By [Signature]
Name Charles Evons
Title Manager

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 22 day of June, 2012, by Charles Evons, manager of and on behalf of Yellowstone Hill Country Ranching LLC, a Texas limited liability company



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO
Hill Hubbard Development, LLC
1506 Winding Way Ste 306
Friendswood, Texas 77546

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012035035

July 03, 2012 01 58 19 PM

FEE \$76 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS